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April 22, 2013

TO: Each Supervisor

FROM: Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

**SUBJECT: NOTIFICATION OF THE USE OF DELEGATED AUTHORITY TO EXECUTE
AN AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA, IRVINE EFFECTIVE UPON EXECUTION THROUGH JUNE 30,
2013 FOR EMERGENCY PREPAREDNESS AND RESPONSE**

This is to notify you that I am exercising the delegated authority approved by your Board on June 6, 2012, to select providers, negotiate, and execute new one-year or multi-year service agreements related to public health emergency preparedness and response, through June 30, 2017, with contract maximum obligations not to exceed \$500,000 per service agreement, per grant term, 100 percent funded by the Centers for Disease Control and Prevention (CDC), subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

Under this authority, I will execute a sole source agreement with the Regents of the University of California, Irvine (UCI) in the amount of \$70,300, effective upon execution through June 30, 2013, 100 percent offset by CDC Notice of Award (NA) Number 1U90TP000516-01 to augment psychological aspects of the County's public health emergency preparedness practices. Under this agreement, UCI will identify psychological first aid needs and develop new elements related to the psychological first aid "Listen, Protect, Connect" web-based training to put in their training module. Additionally, UCI will develop a wallet card to be distributed to the community to enhance preparedness, improve response during emergencies, and accelerate recovery efforts.

UCI has developed three psychological first aid guides entitled "Listen, Protect, and Connect", which will be used to train Department of Public Health (DPH) staff and community partners throughout Los Angeles County. As the developer, UCI is the only entity that can legally change or update these proprietary guides. One guide is for parents, the second is for teachers and schools, and the third is for all ages, family-to-family, and neighbor-to-neighbor. The guides suggest ways to support emotional well-being before, during, and after emergencies and are utilized as an integral part of training programs conducted by DPH and community partners.

Since 2009, the "Listen, Protect, and Connect" guide for teachers and schools has been distributed by the U.S. Department of Education to every school and is available on the websites of the U.S. Department of Homeland Security, the U.S. Department of Education, and

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the U.S. Department of Health and Human Services Administration for Children, Youth, and Families.

During the negotiation of this Agreement, UCI required numerous changes to certain provisions of the agreement including, but not limited to, Indemnification and Ownership of Materials, Software, and Copyright (Exhibit I). These changes were reviewed by CEO Risk Management, as applicable. County Counsel has reviewed and approved the agreement as to use and this delegated authority action.

The attached sole source checklist (Attachment A) has been approved and signed by the CEO.

If you have any questions or require additional information, please let me know.

CAH:ev
#02500

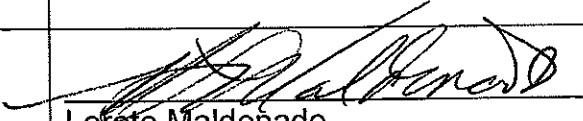
Attachments (2)

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

UNIVERSITY OF CALIFORNIA IRVINE
CONTRACT REVISIONS APPROVED BY COUNTY COUNSEL

BODY OF THE CONTRACT	CHANGES
Confidentiality Clause	Deleted. UCI will not have access to any County patient information.
Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List of County Employees' Right of first Refusal and Contractor's Offers of Employment	Deleted. As a constitutional entity of the State of California, UCI will not be able to comply with such obligation.
Indemnification	Modified to include a mirror indemnification.
General Provisions for all Insurance Coverage	Modified "self insurance" as approved by Risk Management.
Contractor's Charitable Activities Compliance	Deleted. UCI is exempt as an educational institution.
ADDITIONAL PROVISIONS	
Compliance with Applicable Law	Modified to delete the indemnification section as this was already addressed under the indemnification provision in the body of the contract.
Consideration of Hiring Gain/Grow Program Participants	Deleted. As a constitutional entity of the State of California, UCI will not be able to comply with such obligation.
Fiscal Disclosure	Deleted. UCI's finances are a matter of public record.
Nondiscrimination in Services	Modified to delete sentence regarding procedures as UCI has its own program for compliance and resolution under the Americans with Disabilities Act and Rehabilitation Act.
Notice to Employees Regarding Safely Surrendered Baby Law	Modified to state that UCI is encouraged (versus mandated) to post information on the law.
Prohibition Against Performance of Services while under the Influence	Modified to add the phrase "to the best of its ability".
Public Records Act	Modified to reflect that documents belong to UCI and that these documents are subject to Public Records Act.
Publicity	Modified to accommodate UCI publication policy.
Termination for Convenience	Modified to include mutual rights to terminate.
Ownership of Materials, Software, and Copyright	Revised to allow UCI to own all copyrighted work that is created under this Contract, and that UCI grants the County shall have license/right to use such work only for purposes of complying with its Federal reporting obligations under the contract.

SOLE SOURCE CHECKLIST
Regents of the University of California, Irvine

Check (✓)	JUSTIFICATION FOR SOLE SOURCE PROCUREMENT OF SERVICES <i>Identify applicable justification and provide documentation for each checked item.</i>
	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation)
	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is most cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is the best interest of the County (e.g., administrative cost savings, too long a learning curve for a new service provider, etc.).
✓	Other reason. Please explain: The DPH Emergency Preparedness and Response Program requests to enter into a sole source agreement with the University of California, Irvine (UCI) in order to draw from the subject matter expertise of Dr. Merritt Schreiber and to legally modify guidelines that are the property of UCI. Dr. Schreiber is the primary author and developer of the "Listen, Protect and Connect" psychological first aid (PFA) guides. These PFA guides are used nationally as training tools by the United States Homeland Security, US Department of Education, and the US Department of Health and Human Services. Currently, these guides are tailored to emergency response professionals. By contracting with UCI, DPH will be able to obtain Dr. Schreiber's expertise in tailoring these guides to all residents in Los Angeles County. As Dr. Schreiber is an employee of UCI and UCI is the only entity that can legally modify the PFA guides, DPH must contract with UCI to acquire Dr. Schreiber's services and the guides.
	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  Lofeto Maldonado CEO Manager </div> <div style="text-align: center;"> <u>3/25/18</u> Date </div> </div>